

DES CONTRACT NUMBER: _____

SAMPLE
SERVICES CONTRACT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
AND
[INSERT CONTRACTOR'S LEGAL NAME]

This Contract is made and entered into by and between the state of Washington, Department of Enterprise Services, Employee Assistance Program (EAP), hereinafter referred to as "DES" the below named firm, hereinafter referred to as "Contractor".

Contractor's Name

Address

City, State, Zip

Phone:

Fax:

Email:

Federal Tax Payer Identification Number:

Washington State UBI Number:

PURPOSE

This Contract was awarded through a Request for Qualifications for the EAP Network of Contracted Providers. The purpose of this Contract is to acquire the services of qualified behavioral health professionals. These professionals will be included in a network of qualified behavioral health providers to which Washington State EAP clients will be referred on an as-needed basis. This Contract is a Standard Fee Services contract and is authorized under chapter 39.26 Revised Code of Washington.

BACKGROUND

DES provides human resource leadership and solutions to enable state government to deliver public sector excellence.

As the central human resource agency for the state, DES provides a full range of human resource services to state agencies, higher education institutions, state employees, and, in some instances, to other public sector and non-profit organizations.

EAP is an internal employee assistance program located within DES for Washington State employees, certain other governmental entities, and their family members. The EAP helps state employees with personal or work-related problems that may be impacting their work performance.

DES's Request for Qualifications (RFQ) 16-____-CPRM was issued to establish a network of qualified behavioral health contractors to provide EAP services to state employees. These Contractors have been selected through the RFQ process for inclusion in the Network of Contracted Providers pool.

In consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the Terms and Conditions contained in the text of this Contract instrument and Attachment B, *General Terms and Conditions*.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract shall commence when executed by both parties and be completed on _____ unless terminated sooner as provided herein. At DES's sole option, the Contract may be renewed for additional three-year terms.

LOCATION OF SERVICE

Contractor shall provide the services described under this Contract at the office located in the counties listed below.

Service Location Address:

County	Office Location

DEFINITIONS

The following terms as used throughout this Contract shall have the meanings set forth below.

"Applicant" shall mean a person or organization submitting an Application in response to the RFQ.

"Application" shall mean Applicant's response to the RFQ.

"Client" shall mean the individual employee or employee's family member who has been referred to the provider by the Washington State EAP.

"Contract" shall mean Contracts, if any, that may result from the RFQ, including all Attachments, Exhibits, amendments, and the Applicant's Application in response to the RFQ.

"Contracted Provider" shall mean a behavioral health, substance abuse professional, or Employee Assistance Professional who has been approved by DES and is included in the Network of Contracted Providers.

"Contractor" shall mean that firm, clinic, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor that are approved by DES to provide EAP services.

"Department of Enterprise Services" or "DES" shall mean the State of Washington Department of Enterprise Services, any division, section, office, unit or other entity of DES or any of the officers or other officials lawfully representing DES.

"EAP" shall mean the Employee Assistance Program located within DES for Washington State employees, certain other governmental entities, and their family members. The EAP helps these public employees and their families resolve personal or work-related problems that affect their work performance.

"EAP Client Record" shall mean all records that Contractors create and maintain in connection with providing services to a Client under this Contract, including all forms and case notes that Contractor completes or takes. The EAP Client Record includes at a minimum the DES/EAP forms found on the DES website at:

<http://des.wa.gov/services/HRPayroll/eap/contractedprovidersinformation/Pages/default.aspx>

"Emergency" shall mean situations where the Client's circumstances require immediate intervention by the provider and the client will be seen or referred to an appropriate provider the same day.

"Employee Assistance Program Services" or "EAP Services" shall mean the set of services for which DES has contracted with Network Provider to provide to its employees on an as needed, referral basis. Such services may include face-to-face assessment, short-term problem solving, and referral.

"Employer" shall mean the entity that employs Client.

"Network Providers" or "Contracted Provider" or "Provider" shall mean the pool of contracted behavioral health professionals, substance abuse professionals, or Employee Assistance Professionals who have been approved by DES as a result of an RFQ.

"RCW" shall mean the Revised Code of Washington.

"RFQ" shall mean the Request for Qualifications used to competitively acquire the EAP Network of Contracted Providers.

"Routine" shall mean situations where the Client's circumstances do not require immediate intervention by the provider and an appointment can normally be scheduled within one to three business days.

"Standard Fee" shall mean the set fee DES pays for the services under this Contract, which shall be paid in United States dollars.

"State" shall mean the state of Washington.

"Unencumbered License" shall mean a license that is not revoked, suspended, or made probationary or conditional by the licensing or registering authority in the respective jurisdiction as a result of disciplinary action.

"Unrestricted License" shall mean a license in which the professional has the ability to practice whatever profession they are licensed in.

"Urgent" shall mean situations where the Client's circumstances do not require immediate intervention by the provider, but are of sufficient severity to necessitate prompt intervention (within two business days of the initial Client contact).

"Visit" shall mean up to three (3) face to face periods, not to exceed 180 minutes and \$210.00 per referral. Telephone time spent contacting or attempting to contact the Client shall not be included within the meaning of Visit, unless specifically authorized in advance by EAP.

STATEMENT OF WORK

Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work specified in Attachment A, *Statement of Work*. As needed, and on a referral basis, Contractor shall provide EAP Services as outlined therein.

DES/EAP OBLIGATIONS

- a. **EAP Referrals.** EAP shall conduct initial screening and eligibility determinations, and determine the appropriateness of face-to-face assessment. As appropriate, EAP will then provide the Client with Contractor's name and contact information from the EAP Network of Contracted Providers and instruct the Client to contact the Contractor to schedule an appointment. EAP will contact the Contractor and notify them of the referral. Authorizations are made for a specific Contractor only. If the Client requires referral to another Contracted Provider, Contractor must contact EAP for authorization or for re-referral. **DES will not reimburse Contractor for EAP Services provided without prior written authorization.**

Forms and Manuals. EAP shall provide Contractor with the *EAP Network of Contracted Providers Guidelines* and forms described herein. All current forms and manuals can be found at <http://des.wa.gov/services/HRPayroll/eap/contractedprovidersinformation/Pages/default.aspx>. Contractor is required to use the most current version of forms and manuals available on the web site. **It is the responsibility of the Contractor to check the web site provided above on an ongoing basis for the most current version of clinical forms, as the forms will be updated periodically.**

CONTRACT MANAGEMENT

DES's Contract Manager shall provide assistance and guidance for the performance of this Contract. DES's Contract Manager shall be responsible for the review and acceptance of the Contractor's performance, deliverables, invoices, and accepting any reports from the Contractor.

DES's Contract Manager responsible for the management of this Contract is:

Name:	Harriet Loughin
Title:	Employee Assistance Professional
Address	1222 State Avenue NE, Suite 201, Olympia, WA 98504-7540
Telephone Number:	(360) 407-9490 or 877-313-4455
FAX Number:	(360) 664-0498
E-mail Address	harriet.loughin@des.wa.gov

Contractor's Contract Manager responsible for management of this Contract is:

Name:	
Title:	
Address	
Telephone Number:	
FAX Number:	
E-mail Address	

PAYMENT SCHEDULE

Selected Providers will be compensated at a Standard Fee of \$70.00 per hour. Provider may provide up to three (3) hours of service per client, not to exceed more than \$210.00 per referral. DES will reimburse for up to a maximum of three (3) visits per client, not to exceed amount of \$210.00 per referral.

DES shall reimburse Providers for the initial required training at \$70.00 per hour.

If the client cancels their appointment and does not provide a twenty-four (24) hour cancellation notice or if the client doesn't show for their appointment with no notice to the Provider twice, DES will reimburse the Provider for the 2nd late cancellation or no show.

Contractor shall not be reimbursed for travel expenses or any other cost or expense without prior written authorization from the DES Program Manager.

BILLING PROCEDURE

Upon completion of services, Contractor shall submit an invoice for services performed under this Contract. The invoice must be accompanied by the the required clinical forms and closing forms described on the *Billing Forms Checklist located at* <http://des.wa.gov/services/HRPayroll/eap/contractedprovidersinformation/Pages/default.aspx> All payments to Contractor are conditional upon Contractor's submission of a properly executed and supported invoice, which shall include the following:

- Contractor's legal name
- Address
- Phone number
- Statewide Vendor Number
- Required EAP Forms, including:
 - Date(s) that services were provided
 - Referral number provided by EAP
 - Number of hours worked
 - Net invoice price for each service
 - Total invoice amount
 - **The Client name must not appear on the invoice(s)**
- DES Contract number K____.

Invoices and required forms must be submitted to EAP no later than sixty (60) days after the final EAP-referred session. Failure by the Contractor to submit a properly executed and supported invoice by the date specified above may result in delayed payment. DES shall pay the Contractor for completed and approved work within thirty (30) days of receipt of a properly executed and supported invoice. **However, invoices for all work done within a fiscal year (July 1st through June 30th) must be submitted within twenty (20) days after the end of the fiscal year or July 20th.** Failure by the Contractor to submit a properly executed and supported invoice by July 20th may result in DES applying a penalty to the Contractor's invoice to compensate for DES's overtime costs in processing the late invoice.

DES shall not pay for services that are not preauthorized by EAP through the referral process.

If Contractor has multiple referrals with EAP, Contractor must submit separate invoices for each referral. Contractor must not directly bill Client for EAP Services provided pursuant to this Contract.

ORDER OF PRECEDENCE

Each of the documents listed below is by this reference hereby incorporated into this Contract. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable Federal and State Statutes and Regulations.
- 2) Special Terms and Conditions as contained in this Contract.
- 3) Attachment 1, *Statement of Work*
- 4) Attachment 2, *General Terms and Conditions*
- 5) Attachment 3, *Business Associate Agreement*
- 6) DES's RFQ for EAP Network of Contracted Providers number 16-____-CPRM.
- 7) Contractor's Application in response to DES's Acquisition for EAP Network of Contracted Providers number 16-____-CPRM.

- 8) Any other provision, term, or material incorporated into this Contract whether incorporated by reference or otherwise.

INSURANCE

Contractor shall maintain the following insurance and provide proof of such insurance by providing a copy of insurance face sheet for coverage information as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or agents of either, while performing under the terms of this Contract. Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

1. **Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.
2. **Professional Liability Policy.** Provide a Professional Liability Insurance Policy appropriate to the Contractor's profession providing coverage for claims for professional acts, errors and omissions arising out of services performed by the Contractor for the period of performance of this Contract. Coverage shall be in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. If such policy is written on a claims-made form, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this contract. The policy shall state that coverage is provided on a claims-made coverage basis, and shall also state the retroactive date. Contractor is required to buy professional liability insurance for a period of thirty-six (36) months after completion of this contract. This requirement may be satisfied by the continuous purchase of commercial insurance or an extended reporting period.
3. **Additional Insured.** The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington. Contractor agrees to endorse the Washington State Department of Enterprise Services as an Additional Insured on the Commercial General Liability Insurance Policy for the term of this Contract. The Additional Insured shall read "State of Washington." All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give DES thirty (30) days' advance notice of any insurance cancellation.
4. Contractor shall provide DES with a copy of the applicable insurance face sheet(s) reflecting the types of coverage and limits defined in this section at the time it submits this signed Contract to DES. Insurance coverage(s) must be effective no later than the effective date of this Contract and for the term of this Contract or as otherwise provided for in this section. Contractor shall submit renewal certificates as appropriate during the term of this Contract.

Contractor shall submit to DES within fifteen (15) calendar days of the insurance renewal date, a current certificate of insurance that outlines the coverage and limits defined in the this Contract.

ALL WRITINGS CONTAINED HEREIN

This Contract, including all referenced attachments, sets forth in full the entire agreement of the parties in relation to the subject matter hereof. Any other agreement, representation, or understandings, verbal or otherwise, relating to the professional services of the Contractor or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

APPROVAL

This Contract shall be subject to the written approval of DES's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties have executed this Contract.

[Insert Contractor's legal name]

**State of Washington
Department of Enterprise Services
Employee Assistance Program**

Name

Name

Title

Title

Signature

Signature

Date

Date

NETWORK OF CONTRACTED PROVIDERS SAMPLE CONTRACT & TERMS AND CONDITIONS

ATTACHMENT 1

STATEMENT OF WORK

[Use this statement if the Contractor is an individual]

Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work specified herein. As needed, and on a referral basis, Contractor shall provide EAP Services as outlined herein.

[Use this statement if the Contractor is a clinic or group practice]

Contractor shall provide the services of [Name(s)] and furnish the other necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work specified herein. As needed, and on a referral basis, Contractor shall provide EAP Services as outlined herein.

1. Assessment/Referral Services. Contractor shall perform the face-to-face EAP assessment as described in *EAP Network of Contracted Providers Guidelines* for each client EAP refers. Contractor shall make referrals to appropriate local resources and contact EAP regarding short-term problem resolution. Visits with the client are to be within the time frames set forth in the *EAP Network of Contracted Providers Guidelines*. If Contractor is unable to provide EAP Services, Contractor shall contact EAP so that EAP can refer the client elsewhere.
2. Access. Upon referral and contact by EAP and client, Contractor shall:
 - a. Offer appointment times for Routine referrals within three (3) business days of client contact.
 - b. Offer appointment times for Urgent referrals within one to two (1-2) business days of client contact.
 - c. Offer appointment times for Emergency referrals the same day of client contract.
 - d. Maintain the ability to receive confidential messages from EAP (via a confidential answering service, answering machine or voice message box with appropriate security) with detailed referral information on a 24 hours per day, 7 days a week basis.
 - e. Notify EAP's referral source within one (1) business day (at the phone number listed in the *EAP Network of Contracted Providers Guidelines*, or given in the referral documentation) if Contractor is unable to receive EAP referrals for any reason.
3. Authorized EAP Contracted Providers. EAP-referred services shall only be provided by the Contractor.
 - a. If a member of a clinic or group practice, Contractor shall not allow any member of its clinic or group practice who has not been contracted by DES to provide EAP services to a client.
 - b. If the Contractor is a clinic or group practice, EAP-referred services shall only be assigned to the pre-qualified behavioral professionals that were approved through the RFQ evaluation and selection process that resulted in this Contract and are so named in this agreement.
 - c. Contractor shall not be paid and shall not bill anyone else, including Client, for any EAP services provided by non-EAP Contracted Providers.
4. Statement of Understanding. Contractor shall present each Client with the Washington State EAP approved and provided *Statement of Understanding* form. Contractor shall require each Client to read and sign the *Statement of Understanding* form before proceeding with the face-to-face assessment. If the Client chooses not to sign the *Statement of Understanding* form, then Contractor shall not proceed with the assessment.

NETWORK OF CONTRACTED PROVIDERS SAMPLE CONTRACT & TERMS AND CONDITIONS

5. Mandated Reporting and Permitted Disclosures. Contractor should initiate and issue any report it is required to make by federal and/or state law, including but not limited to reporting child or elder abuse and neglect. Contractor may refer to WAC 246-810-040. Contractor is expected to exercise professional judgment in determining whether to make any disclosures it is permitted or required to make under federal and/or state law. Contractor must notify DES Contract Manager of any such report or disclosure involving a client within one (1) business day.
6. Record Keeping. Contractor shall maintain an EAP Client Record for each client that EAP refers. The EAP client records must comply with Contract records requirements, applicable law, and the current standard of practice. Contractor acknowledges that the EAP client record, whether comprised of originals or copies, is the property of EAP. Contractor shall individually sign, date, and include its credentials on all forms and records contained in the EAP client record. Contractor shall keep a record of all client visits that include the time and date of the visit. Contractor may also maintain an additional copy of an EAP client record for its own use.

Contractor shall retain the EAP client records for a minimum of eight (8) years, unless a longer time period is required by applicable statutes or regulations. After this time period elapses, Contractor will follow secure procedures for the destruction of records.

7. Electronic Data Breach. Some portions of EAP Client Records may constitute personal Information subject to the provisions of RCW 19.255.010 and RCW 42.56.590, which govern security breaches of computerized data. For purposes of this section, "personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted: (1) social security number, (2) driver's license number or Washington identification card number; or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account as set forth in See RCW 19.255.010 and RCW 42.56.590.
8. In the event of a breach of security resulting in the unauthorized disclosure of personal information under this section, Contractor agrees to notify EAP within one (1) business day and to comply with these statutory provisions as applicable. If a data compromise and/or identity theft occurs and is found to be the result of Contractor's failure to take reasonable security precautions including but not limited to adoption and enforcement of a technology security policy, Contractor shall be liable for all associated costs incurred by DES in responding to or recovering from said breach.
9. Dual Relationship. Contractor acknowledges that the EAP serves a dual role to both employers and clients who are their employees. Contractor shall not, during the course of providing EAP Services to a client,;
 - a. Comment, advise, or give information about legal actions against the client's employer.
 - b. Directly communicate with the employer.
 - c. Provide the employer with information regarding the client's issues or concerns or referrals made as part of the assessment.
 - d. Perform psychological evaluations of a client for any purpose, including court-ordered evaluations, or make recommendations regarding client medical leave or fitness for duty.

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10. Administrative Requirements and Quality Assurance Programs. Contractor shall comply with all administrative requirements and obligations set forth in the *EAP Network of Contracted Provider Guidelines* and cooperate with EAP's quality assurance program. EAP quality assurance programs include, but are not limited to, case review, accessibility tracking, client satisfaction surveys, and practice pattern reporting/provider profiling data.

Contractor acknowledges that EAP has the right to audit all information and records related to its provision of EAP Services under this Contract to assure compliance with this Contract, EAP's administrative requirements and Quality Assurance Programs. Contractor shall cooperate with any such audits.

Additionally, Contractor shall cooperate and comply with EAP grievance procedures, including any appeal procedures.

11. Office Environment. Contractor shall maintain office environments (primary and satellite offices) in which it furnishes EAP services to clients that are:

- a. Safe
- b. Clean
- c. Free of fire hazards
- d. Smoke-free
- e. Professional
- f. ADA Compliant

12. Referral Waiver for Retaining Client. When authorized visits are exhausted Contractor may continue to see the client through the client's insurance benefits or private payment only as provided in this section.

- a. Contractor shall complete and submit a Referral Waiver described in the *EAP Network of Contracted Providers Guidelines*. The Referral Waiver must be completed during the last authorized EAP visit.
- b. Contractor shall also identify for the client at least two licensed practitioners qualified to provide for ongoing counseling other than the Contractor or any other person or organization in which Contractor has a financial interest.
- c. Contractor shall document that it has offered the referrals and that the client has acknowledged receipt of such referrals.
- d. It is the sole responsibility of the Contractor to ensure that any practitioner to whom it refers a client is properly licensed in the state of Washington. Contractor shall exercise professional judgment in selecting an appropriate practitioner.

13. Case Closure. All cases shall be completed timely as set forth in the *EAP Network of Contracted Providers Guidelines*.

14. Client Confidentiality. Contractor shall maintain the confidentiality of all client information in accordance with Contract provisions and any applicable federal and state statutes and regulations, including but not limited to Public Laws 91-616 and 92-255, the Drug Abuse Office and Treatment Act of 1972, 21 U.S.C. 1175; the Comprehensive Alcohol Abuse and Alcoholism Treatment and Rehabilitation Act of 1970, 42 U.S.C. 4582; the Privacy Act of 1974, Pub. L. 93-579, 5 U.S.C. 552a; 45 C.F.R. Parts 160 and 164 (HIPAA Privacy and Security Rules), 42 C.F.R., Part 2, and in accordance with the protocol set forth with EAP. In the event Contractor receives a release, subpoena, court order, or other request or legal demand for disclosure of the EAP client record, whether written or oral, Contractor is required to complete documentation prior to releasing the record. Contractor shall notify EAP within one (1) business day of the receipt of any release, subpoenas, court orders, or other request or legal demand and prior to the disclosure of any record.

If Contractor becomes aware of a conflict of interest between two or more EAP clients for whom it is providing EAP services, it shall maintain confidentiality of all information received from or regarding

NETWORK OF CONTRACTED PROVIDERS SAMPLE CONTRACT & TERMS AND CONDITIONS

such EAP clients and shall, to the extent necessary, refer one or more of the clients to EAP for referral to another EAP Provider.

15. Release of Information to DES. The Contractor shall make available information necessary for DES to comply with the client's right to access, amend, and receive an accounting of disclosures of their personal information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of personal information obtained or used as a result of this contract shall be made available to DES and the U.S. Secretary of the Department of Health & Human Services, upon request.
16. Update of Provider Information. Contractor shall notify DES Contract Manager promptly of any change to information provided in Contract Management section of the Special Terms and Conditions or to any other material information contained in this Contract or otherwise provided to DES. Contractor must provide DES with current copies of licensing, insurance and other required documents (including renewals) as identified in this Contract.

NETWORK OF CONTRACTED PROVIDERS SAMPLE CONTRACT & TERMS AND CONDITIONS

**ATTACHMENT 2
GENERAL TERMS AND CONDITIONS**

ACCESS TO DATA

In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this contract to DES, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by DES.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of DES.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning DES, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of DES, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, DES may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by DES that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, DES shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of DES provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which DES makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

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COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DES. DES shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to DES effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to DES a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DES.

The Contractor shall exert all reasonable effort to advise DES, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

DES shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. DES shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business.

DES shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by DES, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

DUPLICATE PAYMENT

DES shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

NETWORK OF CONTRACTED PROVIDERS SAMPLE CONTRACT & TERMS AND CONDITIONS

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and its employees or agents performing under this contract are not employees or agents of DES. The Contractor will not hold itself out as or claim to be an officer or employee of DES or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor

INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DES may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DES may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DES under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the DES Director or Director's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Director or the Director's delegate.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with DES. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

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NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss, in accordance with Federal and State Law. Contractor shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its subcontractors agrees not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DES or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless DES for any damages related to the Contractor's unauthorized use of personal information.

For the purposes of this provision, "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information also includes (1) "Protected Health Information" as set forth in 45 CFR §164.50 as currently drafted and subsequently amended or revised; and (2) other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW (Washington public disclosure law) or other applicable state and federal statutes.

PUBLICITY

The Contractor agrees to submit to DES all advertising and publicity matters relating to this contract wherein DES or EAP's name is mentioned or language used from which the connection of DES or EAP's name may, in DES'S judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of DES.

REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to DES, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DES may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at DES'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY AND ACCESS

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While on DES premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

DES and its authorized representatives shall have the right to access, examine and inspect any site where any services performed under this Contract is being conducted, controlled or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor.

STATEWIDE VENDOR REGISTRATION AND ELECTRONIC PAYMENT

Contractor shall register in the Statewide Vendor Payment (SWV) system prior to submitting a request for payment under this Contract. DES requires registration to be completed prior to payment. Registration information and materials are available at

<http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

SUBCONTRACTING

Contractor shall not subcontract work or services contemplated under this Contract and/or use outside consultant(s).

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE

In the event DES determines the Contractor has failed to comply with the conditions of this contract in a timely manner, DES has the right to suspend or terminate this contract. Before suspending or terminating the contract, DES shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

DES reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by DES to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of DES provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, DES may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, DES shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

Upon termination of this contract, DES, in addition to any other rights provided in this contract, may require the Contractor to deliver to DES any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

DES shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by DES, and the amount agreed upon by the Contractor and DES for (i) completed

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work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by DES, and (iv) the protection and preservation of property, unless the termination is for default, in which case the DES shall determine the extent of the liability of DES. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. DES may withhold from any amounts due the Contractor such sum as the DES determines to be necessary to protect DES against potential loss or liability.

The rights and remedies of DES provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the DES, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to DES, in the manner, at the times, and to the extent directed by the DES, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case DES has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the DES to the extent DES may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to DES and deliver in the manner, at the times, and to the extent directed by the DES any property which, if the contract had been completed, would have been required to be furnished to DES;
6. Complete performance of such part of the work as shall not have been terminated by the DES; and
7. Take such action as may be necessary, or as the DES may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which DES has or may acquire an interest.

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TREATMENT OF ASSETS

- A. Title to all property furnished by DES shall remain in DES. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in DES upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in DES upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by DES in whole or in part, whichever first occurs.
- B. Any property of DES furnished to the Contractor shall, unless otherwise provided herein or approved by DES, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of DES that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any DES property is lost, destroyed or damaged, the Contractor shall immediately notify DES and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to DES all property of DES prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treasury.gov/ofac/downloads/sdnlist.txt>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of DES.

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**ATTACHMENT 3
BUSINESS ASSOCIATE AGREEMENT**

1.0 Introduction

In accordance with the Health Insurance Portability and Accountability Act of 1996, the purpose of this Agreement is for the parties to attest to their compliance of the Privacy and Security Rules under HIPAA, 45 CFR 160, 164.

This Agreement has been incorporated by reference into Washington State Department of Enterprise Services ("DES") Contract Number K____ entered into by and between the state of Washington, acting by and through DES and _____. ("Contractor").

2.0 Definitions

"Agreement" shall mean the agreement whereby the Business Associate agree to abide by all applicable HIPAA Rules as defined in this Agreement.

"Business Associate" shall mean the Contractor and generally has the same meaning as the term "business associate" at 45 CFR 160.13. Any reference to Business Associate in this Agreement includes each of Business Associate's employees, agents, officer, volunteers, or directors, or third-parties acting on behalf of the Contractor.

"CFR" shall mean Code of Federal Regulations.

"Covered Entity" shall mean DES, a Covered Entity as defined in 45 CFR 160.103, in its conduct of covered functions by its health care components.

"HIPAA" shall mean the administrative simplification provision of the Health Insurance Portability and Accountability Act enacted by the United States Congress, and its implementing regulation, including the Standards for Privacy of Individually Identifiable Health Information, known as Privacy Rule, and Security Rule.

"HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time.

"Individual(s)" shall mean the person(s) who is the subject of PHI and includes any person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

"Protected Health Information" or "PHI" shall mean information in any format whether created, received, or transmitted that identifies the Individual, including demographic information collected from an Individual that can reasonably be used to identify the Individual. Additionally, PHI is information created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an Individual.

3.0 Business Associate Responsibilities

The Business Associate agrees to:

- 3.1 Perform an initial HIPAA Security Rule Compliance Self-Assessment.
- 3.2 Perform an annual HIPAA Security Rule Compliance Self-Assessment and submit a copy to DES.
- 3.3 Use appropriate safeguards, and comply with the applicable requirements of Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Health Information) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Agreement;

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- 3.4 Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which Business Associate becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, within one (1) business day of discovery;
- 3.4.1 In the event of a breach of PHI or disclosure which compromises the privacy or integrity of PHI obtained from Covered Entity, Business Associate will take all measures required by state and federal law. Business Associate will provide DES with a copy of its investigation results and other information requested by DES. Business Associate will report all PHI breaches to the U.S. Department of Health and Human Services, Office of Civil Rights ("OCR") as required by 45 CFR Parts 160 and 164, and will also provide notification to the DES representative identified in Section 3.2.3 that a report has been filed with OCR.
- 3.4.2 Business Associate will notify DES within one (1) business day by telephone and in writing of any acquisition, access, use or disclosure of PHI and/or electronic PHI not allowed by the provisions of this Agreement of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative of DES or the Business Associate.
- 3.4.3 Business Associate will notify DES within one (1) business day by telephone or e-mail of any potential breach of security or privacy. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the breach, to include the following: date and time of the breach, medium that contained the PHI, origination and destination of PHI, Business Associate unit and personnel associated with the breach, detailed description of PHI, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the Individual who is responsible for the mitigation. Business Associate will address communications to:
- Washington State
Department of Enterprise Services
1222 State Avenue NE, Suite 201
Olympia, WA 98504-7540
Attention: Harriet Loughin
Telephone: 360-407-9490
Fax: 360-644-0498
Email: harriet.loughin@des.wa.gov
- 3.4.4 If DES determines that Business Associate is responsible for a breach of unsecured PHI:
- 3.4.4.1 Covered Entity may choose to make any notifications to the Individuals under 45 CFR § 164.404, to the media under 45 CFR § 164.406, and to the Secretary of the U.S. Department of Health and Human Services under 45 CFR § 164.408, or direct Business Associate to make them or any of them.
- 3.4.4.2 Business Associate will be responsible for all reasonable costs of all notifications under Section 3.2.3.1, and any other action Covered Entity reasonably considers appropriate to protect Individuals, including credit monitoring for affected Individuals.
- 3.4.4.3 Business Associate will compensate affected Individuals for harms caused to them by the breach or possible breach described above, and indemnify Covered Entity for any damages or fines assessed Covered Entity against by a court of competent jurisdiction or other governmental entity.

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- 3.4.5 DES will take appropriate remedial measures up to termination of this contract.
- 3.5 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Business Associate that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- 3.6 Make available PHI to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- 3.7 Make any amendment(s) to PHI as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- 3.8 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- 3.9 To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- 3.10 Make its internal practices, books, and records available to the Covered Entity for purposes of audit and determination of compliance with the HIPAA Rules.

4.0 Permitted Uses and Disclosures by Business Associate

Business Associate may only use or disclose PHI as follows:

- 4.1 Perform services as necessary as set forth in DES Contract No. K____ and by law.
- 4.2 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
- 4.3 Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate. Such use is permitted provided the disclosures are (i) required by law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

5.0 Term and Termination

- 5.1 This Agreement shall be effective upon the last execution date of this Agreement, and shall terminate upon the completion of DES Contract No. K____, or on the date Covered Entity terminates for cause as authorized in Section 5.2, whichever is sooner.
- 5.2 Covered Entity may terminate this contract if it determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity. The termination will be effective as of the date stated in the notice of termination.
- 5.3 Upon termination of this Agreement for any reason, Business shall return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still has in any form. Business Associate shall retain no copies of the PHI.
- 5.4 The obligations of Business Associate under this section shall survive the termination of this Agreement.

6.0 Miscellaneous

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- 6.1 Within ten (10) business days of receipt, Business Associate must (i) notify DES of any enforcement or compliance action initiated by the OCR based on an alleged violation of the HIPAA Rules, and (ii) inform DES of the outcome of such action. Business Associate bears all responsibility for any penalties, fines, or sanctions imposed against the Business Associate for violations of the HIPAA Rules, and for any imposed against its agents for which it is found liable.
- 6.2 DES and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

7.0 Assurances

DES and Business Associate agree that all activity pursuant to this Agreement will be in accordance with all applicable current federal, state and local laws, rules, and regulations.

8.0 Conformance

If any provision of this contract violates any federal or state of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

9.0 Approval

THIS AGREEMENT is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

Contractor

**DEPARTMENT OF ENTERPRISE
SERVICES**

Signature

Signature

Title

Date

Title

Date